

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
EASTERN DIVISION

JILL CARROLL

PLAINTIFF

VERSUS

NO. 1:11CV87 -M-S

WEBSTER COUNTY SCHOOL DISTRICT

DEFENDANT

MOTION TO ENFORCE SETTLEMENT

COMES NOW the Plaintiff, Jill Carroll, by and through counsel of record and files her Motion to Enforce Settlement.

1. On or about August 29, 2013, the parties, through counsel, agreed to a settlement of this civil action. All material terms of the settlement were agreed to by the parties with the understanding that the Defendant's Board would approve the settlement at its next meeting and the matter would be finalized in a reasonable period of time, approximately thirty to sixty days thereafter.

2. On or about March 21, 2014, the parties executed a Full and Final Settlement Agreement and Release. As part of the agreement, the Defendant obligated itself to make a payment to Ms. Carroll, "on or before March 1, 2016.

3. On March 3, 2016, counsel for Ms. Carroll emailed counsel for the Defendant and requested an update on the status of the payment due to Ms. Carroll.

4. On March 10, 2016, counsel for the Defendant emailed counsel for Ms. Carroll to advise that he would make inquiry into the matter and advise on the status of the

payment to Ms. Carroll as soon as possible.

5. Later that day, counsel for the Defendant spoke with counsel for Ms. Carroll and informed him that due to a change in personnel, in the Defendant's finance office, the Defendant had failed to make the payment but would make the payment on March 22, 2016, in accordance with their procedures.

6. Counsel for Ms. Carroll informed counsel for the Defendant that such a delay was unacceptable to Ms. Carroll and requested that the Defendant issue payment that day and overnight the settlement draft to Counsel for Ms. Carroll. Counsel for Ms. Carroll informed counsel for the Defendant that a motion to enforce the settlement would be filed if payment were not tendered immediately.

7. Counsel for the Defendant informed counsel for Ms. Carroll that he would communicate this information to his client and provide an update if any new or additional information were forthcoming.

8. On March 14, 2016, Counsel for Ms. Carroll communicated to counsel for the Defendant that Ms. Carroll would forego filing a motion to enforce the settlement if the Defendant agreed to pay Ms. Carroll for its breach of the settlement agreement and the delay in tendering payment.

9. On March 16, 2016, Counsel for the Defendants contacted counsel for Ms. Carroll but did not address the Defendant's willingness to compensate Ms. Carroll for

its breach of the settlement agreement.

10. On March 21, 2016, Counsel for Ms. Carroll requested an update on the status of the late payment. Counsel for the Defendant informed counsel for Ms. Carroll that payment would be overnighted on March 22, 2016 and would arrive on March 23, 2016.

11. On March 23, 2016, counsel for Ms. Carroll notified counsel for the Defendant that no payment arrived on March 23, 2016 and a motion to enforce would be filed.

12. The Defendant breached its settlement agreement with Ms. Carroll by failing to make payment as set forth in the settlement agreement, thus causing Ms. Carroll unnecessary anxiety and depriving her of the use of the funds the Defendant obligated itself to pay her by March 1, 2016.

13. The Defendant's deliberate refusal to abide by the terms of the settlement agreement constitutes vexatious conduct.

14. This Court "retain[s] the inherent power to enforce agreements entered into in settlement of litigation pending before [it]." Bell v. Schexnayder, 36 F.3d 447, 449 (5th Cir. 1994).

15. Ms. Carroll is entitled to damages in the amount of \$500, for injury to her property and person, and an attorney's fee of \$500, for time spent inquiring about the

settlement payment and in preparing this motion, due to the Defendant's willful refusal to abide by the terms of the settlement agreement.

WHEREFORE, PREMISES CONSIDERED, Ms. Carroll requests that her Motion to Enforce be granted and that she be awarded \$500 in damages and an attorney's fee of \$500.

Respectfully submitted, this the 23rd day of March, 2016.

/s/ Victor Israel Fleitas

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VICTOR FLEITAS  
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Attorney for Jill Carroll

CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2016 I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

R. Jarrad Garner, Esq.  
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This the 23rd day of March, 2016.

/s/ Victor Israel Fleitas

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VICTOR I. FLEITAS